



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

March 2, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,  
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR  
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 2 as of June 10, 2010**  
**CONTRACT NO. GSS09579-DATACOMM**  
**DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM**  
**MAINTENANCE & TRAINING**

---

**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. MANDATORY USE CONTRACT:</b>	<b>2</b>
<b>2. CONTRACT PERIOD:</b>	<b>2</b>
<b>3. VENDORS:</b>	<b>2</b>
<b>4. SHIPPING TERMS:</b>	<b>3</b>
<b>5. DELIVERY AND PICKUP:</b>	<b>3</b>
<b>6. PRICING:</b>	<b>3</b>
<b>ADDITIONAL TERMS AND CONDITIONS</b>	<b>3</b>
<b>Appendix A – WSCA Contract Links</b>	<b>6</b>

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid through May 31, 2012. Each contract may be renewed for one (1) additional two (2) year period through negotiation between the contractor, the State of Utah and the State of Delaware's Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

[\(Return to Table of Contents\)](#)

**Contract # GSS09579-DATACOMV01**

State of Utah Contract Number: [AR229](#)

FEIN: 77-0559888

Juniper Networks (US), Inc.

Attn: Gareth Owen

1194 N. Mathilda Avenue

Sunnyvale, CA 94089-1206

Phone: (888) 586-4737

Fax: (408) 745-2100

Email: [gowen@juniper.net](mailto:gowen@juniper.net)

Website: <http://www.juniper.net/us/en/solutions/public-sector/state-local-government/>

For ordering information, contact:

[Caroline Rinker](#) or [Roxanne Bieniek](#).

**Contract # GSS09579-DATACOMV02**

State of Utah Contract Number: [AR214](#)

FEIN: 77-0431154

Brocade Communication Systems, Inc.

Attn: Rich LeSueur

1745 Technology Drive

San Jose, CA 95110-1310

Phone: (801) 319-2956

Fax: (801) 254-7233

Email: [rlesueur@brocade.com](mailto:rlesueur@brocade.com)

Website: [www.brocade.com](http://www.brocade.com)

**Contract # GSS09579-DATACOMV03**

Award Notice

CONTRACT NO. GSS09579-DATACOMM

DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM MAINTENANCE & TRAINING

State of Utah Contract Number: AR1470

FEIN: 042797263

Enterasys Networks, Inc.

Attn: Julie Hale

50 Minuteman Road

Andover, MA 01810-1008

Phone: (978) 684-1760

Fax: (978) 684-1069

Email: [jhale@enterasys.com](mailto:jhale@enterasys.com)

Website: <http://www.enterasys.com/solutions/verticals/government/state/ut8824.aspx>

**Contract # GSS09579-DATACOMV04**

State of Utah Contract Number AR-233

FEIN: 77-0059951

Cisco Systems, Inc.

Attn: Steve Bradley

301 Lindenwood Drive

Suite 210

Malvern, PA 19355-1758

Phone: (610) 695-6204 or (610) 212-9831

Email: [stbradle@cisco.com](mailto:stbradle@cisco.com)

Website: <http://www.cisco.com/web/strategy/government/wsca/index.html>

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination – Freight Prepaid

**5. DELIVERY AND PICKUP:**

[\(Return to Table of Contents\)](#)

30 days ARO

**6. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract period.

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

Award Notice

CONTRACT NO. GSS09579-DATACOMM

DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM MAINTENANCE & TRAINING

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

Award Notice

CONTRACT NO. GSS09579-DATACOMM

DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM MAINTENANCE & TRAINING

### **Appendix A – WSCA Contract Links**

Juniper Networks WSCA contract: [http://www.aboutwsca.org/documents/Juniper\\_FullContract.pdf](http://www.aboutwsca.org/documents/Juniper_FullContract.pdf)

Brocade WSCA contract: [http://www.aboutwsca.org/documents/Foundry\\_ContractAR214.pdf](http://www.aboutwsca.org/documents/Foundry_ContractAR214.pdf)

Enterasys Networks WSCA contract: [http://www.aboutwsca.org/documents/Enterasys\\_ContractAR1470.pdf](http://www.aboutwsca.org/documents/Enterasys_ContractAR1470.pdf)

Cisco Systems WSCA contract: [http://www.aboutwsca.org/documents/Cisco\\_Contract.pdf](http://www.aboutwsca.org/documents/Cisco_Contract.pdf)